

Amendment Number 1 to the Consulting Services Agreement

This Amendment No. 1 to the Consulting Services Agreement (this "Amendment") is dated as of June __, 2006 (the "Amendment Effective Date") between SPL WorldGroup, Inc. ("SPL") with its principal office at 525 Market Street, 33rd Floor, San Francisco, California 94105, and the Albuquerque Bernalillo County Water Utility Authority ("Licensee") with its principal office at City County Building, 1 Civic Plaza, Albuquerque, New Mexico 87102, and amends and supplements that certain Consulting Services Agreement dated April 1, 2006 (the "Agreement") between the parties hereto.

In consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows.

1. Definitions. Unless otherwise defined herein, capitalized terms used in this Amendment shall have the same meaning as those used in the Agreement.

2. License of Group 1 DOC1 Software. Under this Amendment, SPL and its subcontractor, Group 1 Software, Inc. ("Group 1"), will make available Group 1's DOC1 software suite (the "DOC1 Software") as described in the attached Exhibit A. Licensee will negotiate the applicable DOC1 Software license, support, and services terms with Group 1. Upon the successful mutual execution of those DOC1 Software terms by Group 1 and Licensee, and upon payment of the associated fees by Licensee, Group 1 will deliver the DOC1 Software and associated professional services as described in Exhibit 1.

3. Compensation. For performing the services specified in this Amendment, the Licensee agrees to pay the SPL up to the amount of \$326,320, as described in the attached Exhibit B and includes any applicable gross receipts taxes. This amount shall constitute full and complete compensation for SPL's products and services under this Amendment, including all expenditures made and expenses incurred by SPL in performing the services.

4. Effect of Amendment. Except as expressly provided in this Amendment, all terms and conditions of the Agreement shall continue in full force and effect. In the event of any conflict, ambiguity or inconsistency between the terms of this Amendment and the terms of the Agreement, the terms of this Amendment shall control.

5. Counterparts. This Amendment may be executed in any number of counterparts, all of which taken together will constitute a single instrument.

IN WITNESS WHEREOF, the parties have executed this Amendment to the Consulting Services Agreement.

Accepted by:
**Albuquerque Bernalillo County Water
Utility Authority**

Accepted by:
SPL WorldGroup, Inc.

By: _____

By: _____

Name: Mark S. Sanchez

Name: Richard V. Zolezzi

Title: Executive Director

Title: Senior Vice President and Chief Legal &
Strategy Officer

Exhibit A

“DOC1 Software”

Includes:

Group1 Master License Agreement

Group1 Professional Services Agreement

**MASTER LICENSE AGREEMENT
(5/06)**

This Master License Agreement (the "Agreement") is made and entered into effective this _____ day of _____ August, 2006, by and between:

Group 1 Software, Inc. ("Group 1")

**4200 Parliament Place, Suite 600
Lanham, Maryland 20706-1844**

**Albuquerque Bernalillo County Water Utility Authority
("Customer")
One Civic Plaza NW, Room 5012
Albuquerque NM 87102**

1. Definitions. As used in this Agreement, the following terms shall have the meanings set forth below:

a) **"Affiliate"** shall mean an entity that controls Customer, is under common control with Customer or an entity in which Customer has at least fifty-one percent (51%) ownership interest;

b) **"Application"** shall mean the application, if any, identified in an Order. The Licensed Products shall only be utilized in conjunction with any identified Application;

c) **"Confidential Information"** shall mean the information identified in Section 6;

d) **"Computer"** shall mean the server or computer identified in an Order on which the Licensed Products are authorized to be installed and used;

e) **"Documentation"** shall mean the current technical and user documentation for the Licensed Products. The Documentation may be modified from time-to-time to incorporate Enhancements;

f) **"Enhancements"** shall mean the updates, enhancements, modifications, new releases and corrective programming to the Software that are provided as part of Maintenance Services;

g) **"Installation Site"** shall mean the location identified in an Order where the Licensed Products are authorized to be installed;

h) **"Licensee"** shall mean Customer or the entity identified in an Order that is authorized to use the Licensed Products identified therein;

i) **"Licensed Products"** shall mean the Software and Enhancements;

j) **"Maintenance Services"** shall mean the services described in Section 9(b), below;

k) **"Order"** shall mean the document pursuant to which a Licensee licenses the Licensed Products and obtains related services. The Order shall be in a format substantially similar to the form set out in Exhibit 1;

l) **"Processors"** shall mean a single processing unit on a Computer; provided, however, unless otherwise identified on an

Order the determination of a processor shall exclude dual core processors;

m) **"Remote Access"** shall mean access to and use of the Licensed Products, including, without limitation, the submission of data or processing instructions, directly or indirectly via a server, Internet, independent software application or otherwise, to the Computer, from locations other than the Installation Site;

n) **"Service Provider"** shall mean the use of the Licensed Products to provide services, including, without limitation, to verify address information and/or provide postal-related services; develop, design, archive, process and/or print bills, statements or other business documents; merge or convert print stream data and/or perform other data processing services, for entities other than the Licensee, such as Affiliates or other third parties;

n) **"Software"** shall mean the computer software identified in an Order;

o) **"Subscription Services"** shall mean third party data files, including, but not limited to, postal, census and geographic data, that are provided with certain of the Licensed Products;

p) **"Support Guidelines"** shall mean the technical support guidelines for the Licensed Products. The Support Guidelines may be modified by Group 1 from time-to-time; and

q) **"Users"** shall mean designated employees of Licensee authorized to use the Licensed Products in accordance with an Order; and

r) **"Warranty Period"** shall mean the ninety (90) day period following initial delivery of the Software.

2. Scope of Agreement; Orders by Licensee.

a) During the term of this Agreement, a Licensee may license Software and obtain Maintenance Services from Group 1 pursuant to the terms and conditions of this Agreement by executing an Order. By executing an Order, the Licensee is agreeing to and shall be bound by the provisions of this Agreement and shall use the Licensed Products in accordance with the terms of this Agreement and such Order.

b) Each Order shall incorporate this Agreement by reference and shall give rise to a separate and distinct contract under this

Agreement. Any event of default under an Order shall not be considered, in and of itself, an event of default under any other Order. All references to Licensee in this Agreement shall apply to each Licensee that has executed an Order.

3. Grant of License. Group 1 hereby grants to each Licensee a non-exclusive, non-transferable license to use the Licensed Products in accordance with the terms of this Agreement and an Order. Group 1 represents that it has the right to grant to Licensee the rights granted hereunder. The grant of rights hereunder to the Licensed Products is not a sale of the Licensed Products or any portion thereof. Group 1 reserves all rights not expressly granted by this Agreement.

4. Use of Licensed Products.

a) Subject to the terms of an Order, the Licensed Products shall be installed and used only on the Computer containing up to the number of MIPS or Processors set out in an Order and utilizing the operating system set out therein. In addition, the Licensed Products shall, subject to the terms of an Order, only be used: (i) by up to the specified number of Users; (ii) in conjunction with the designated Application; (iii) at the Installation Site; and (iv) by and for the benefit of Licensee. Unless permitted in an Order, Licensee shall not have Remote Access nor shall Licensee use the Licensed Products as a Service Provider.

b) Licensee may, as applicable and upon Group 1's prior written consent, which consent may be conditioned upon payment by Licensee of any applicable fees, add additional Processors or MIPS to the Computer, transfer the Licensed Products to a different computer with more MIPS or Processors, utilize the Licensed Products with a different operating system or add Users or Applications. Licensee may, upon prior written notice to Group 1, transfer the Licensed Products to a computer that has an equal or fewer number of processors or MIPS and utilizes the same operating system as the prior Computer. The Installation Site may be changed by Licensee to another location in the United States or Canada upon prior written notice to Group 1. The Installation Site shall not be changed to any location outside the United States or Canada except upon Group 1's prior written consent.

c) Licensee shall not copy the Licensed Products or Documentation or any portion thereof, except to make one (1) disaster recovery copy of the Licensed Products. Licensee shall reproduce all copyright, trademark, trade secret and other proprietary notices in such disaster recovery copy. The disaster recovery copy of the Licensed Products shall only be used by Licensee to perform disaster recovery testing or if the Computer becomes inoperative. If the Computer becomes inoperative, the software shall only be used on a back-up computer with equal to or a fewer number of processors or MIPS as the Computer and that utilizes the same operating system. Except to perform disaster recovery testing, Licensee shall not use the disaster recovery copy of the Licensed Products for production or testing concurrently with the use of the Licensed Products in production or testing.

d) Licensee shall not reverse engineer or decompile the Licensed Products or any portion thereof, or modify, alter or change the Licensed Products. Any modifications, alterations or changes to the Licensed Products, unless authorized by Group 1, shall terminate

the warranties provided herein and Group 1 may, at its sole discretion, terminate Maintenance Services for such Licensed Products.

5. Fees; Payment Terms.

a) Licensee shall pay to Group 1 the license, maintenance and training fees set out in an Order. Licensee shall also pay to Group 1 any additional fees set out in an Order and any applicable sales, use, value added, personal property, internet-related or other taxes and government charges imposed on transactions hereunder, exclusive of Group 1's net income or corporate franchise taxes.

b) All fees identified in an Order or this Agreement are due thirty (30) days from date of invoice, with the exception of taxes which shall be due immediately. Licensee shall pay a late charge of 1.5% per month on any fees not paid by the due date.

6. Confidentiality.

a) During the term of this Agreement, Group 1 and each Licensee may have access to Confidential Information of the other party. Confidential Information shall include, but is not limited to: (i) Licensed Products; (ii) this Agreement, Orders, Documentation, Support Guidelines; (iii) customer and prospect lists, existing agreements with vendors and business partners; (iv) pricing proposals, financial and other business information, data and plans; (v) research and development information; (vi) formulas, methods, know-how, processes, designs, performance tests, product evaluations, computer software, bug fixes, reported problems with the Licensed Products; (vii) information concerning the customers and potential customers of either party; and (viii) any other information identified in writing as confidential or information that the receiving party knew or reasonably should have known was confidential.

b) Confidential Information shall be used solely for each party's performance under this Agreement and the exercise of its rights hereunder and shall not be disclosed to any third party. Each party shall take reasonable precautions, at least as great as the precautions it takes to protect its own confidential information, to maintain the Confidential Information of the other party in strict confidence. Group 1 may, subject to the terms of this Agreement, disclose Licensee's Confidential Information to a third party consultant or contractor assisting Group 1 with the performance of Maintenance Services or any of Group 1's other obligations under this Agreement to the extent such third party consultant or contractor has agreed in writing to confidentiality provisions at least as protective of confidential information as the provisions set out herein.

c) Confidential Information shall not include any information that the receiving party can establish: (i) is or subsequently becomes publicly available through no act or omission of the receiving party; (ii) was in the receiving party's lawful possession prior to disclosure of such information; (iii) is subsequently disclosed to receiving party by a third party who is not in breach of an obligation of confidentiality; or (iv) is independently developed by the receiving party without the use or benefit of the Confidential Information. Confidential Information may be disclosed under a court order, or a valid subpoena, to the extent counsel for the receiving party determines in its reasonable discretion that the disclosure of such Confidential

Information is reasonably required and promptly notifies the disclosing party in writing of such determination and provides the disclosing party an opportunity to seek an appropriate protective order prior to disclosing such Confidential Information. In no event, shall the Licensed Products be excluded from treatment as Confidential Information under this Section 6(c).

7. Licensee Obligations. Licensee shall be solely responsible for the Computer, operating system and related software and any data or files, other than data or files provided by Group 1, including maintaining a back-up copy of Licensee's data or files. Licensee shall also be responsible for having trained and qualified personnel utilize the Licensed Products. Licensee shall promptly notify Group 1 of any unauthorized use of the Licensed Products of which it becomes aware.

8. Noninfringement.

a) Group 1 shall indemnify, defend and hold Licensee, its officers, directors and employees, harmless from all losses, damages, costs and expenses to the extent they arise out of any claim that the Licensed Products infringe or misappropriate any copyright, trade secret, United States trademark or, to the extent the Licensed Products are used as described in the Documentation, a United States patent. Group 1 shall have control of the defense and shall defend at its own expense, any claim or litigation to which this indemnity relates. Licensee shall notify Group 1 promptly of any such claim and shall reasonably cooperate with Group 1, upon Group 1's request and at Group 1's cost, to defend such claim.

b) In the event of an infringement or misappropriation claim, or upon notice of a potential claim, Group 1 shall have the right to: (i) replace the Licensed Products with functionally equivalent software; (ii) modify such Licensed Products while retaining substantively equivalent functionality; (iii) procure at no cost to Licensee the right to continue to use such Licensed Products; or (iv) if the foregoing is not commercially reasonable, direct Licensee to terminate use of such Licensed Products. If Group 1 directs Licensee to terminate use of such Licensed Products (or a permanent injunction is issued against such use), Licensee shall immediately terminate such use. If Licensee's use of the Licensed Products is terminated pursuant to this Section 8(b), Licensee's remedies, in addition to the indemnification set out herein, shall be limited to the right to terminate the applicable Order and receive a pro rata refund of the license fees previously paid for such Licensed Products based on a term of sixty (60) months following execution of the Order. Group 1's obligation under this Section 8 shall not extend to any release of the Licensed Products for which infringement could have been avoided by Licensee's use of a superceding version of the Licensed Products, provided Group 1 delivered such superceding version to Licensee and notified Licensee of the need to use such version.

9. Maintenance; Renewal of Term License.

a) Licensee shall obtain Maintenance Services for the Licensed Products for the initial term set forth in an Order for the fees set forth therein. Following such initial term, Licensee may elect to purchase additional Maintenance Services, in twelve (12) month terms at Group 1's then current rates.

b) Maintenance Services shall consist of: (i) reasonable amounts of telephone support to assist Licensee with the use of the Licensed Products; (ii) Enhancements provided to other licensees of the Licensed Products who have paid for Maintenance Services for the current maintenance term; (iii) Subscription Services, as applicable; and (iv) the correction of errors or non-conformities with the Licensed Products in accordance with the Support Guidelines. The telephone support described herein shall be provided only to the individuals located at the Installation Site. If Group 1 is unable to correct a reported error or non-conformity that is classified in the Support Guidelines as a production emergency or serious problem within thirty (30) days following notice from Licensee or an additional period of time reasonably agreed to by the parties, Licensee may terminate Maintenance Services for such Licensed Products. If Licensee terminates Maintenance Services in accordance with this Section, Licensee shall, as its sole and exclusive remedy, receive a pro-rata refund of the fees paid for Maintenance Services for the balance of the existing maintenance term. If Group 1 provides services at Licensee's request to correct a suspected error and such error is non-existent, unrelated to the Licensed Products, a result of Licensee's failure to fulfill its obligations under this Agreement, or a result of an unauthorized change to the Licensed Products, Licensee shall pay Group 1 for its services at Group 1's then prevailing rates plus reasonable expenses.

c) Maintenance Services for the Licensed Products may be terminated by Licensee prior to the end of a term upon notice to Group 1. Group 1 may terminate Maintenance Services for the Licensed Products upon at least thirty (30) days written notice to Licensee prior to the end of any term or upon ninety (90) days written notice to Licensee for any superseded versions of the Licensed Products or if the Licensed Products are licensed for use on an operating system or Computer that is no longer supported by their developer or manufacturer.

d) If Licensee terminates or declines to renew Maintenance Services for the Licensed Products and subsequently elects to renew Maintenance Services, Licensee shall pay to Group 1 the applicable fees for the total period of non-maintenance and for the subsequent twelve (12) month renewal term.

e) Prior to the expiration of a term license to any of the Licensed Products, a Licensee may renew the term license for an additional term at Group 1's then current rates by executing an Order. If a Licensee has a term license to the Licensed Products, Licensee must renew the term license in order to purchase and obtain additional Maintenance Services. Group 1 may, in its sole discretion, decline to renew the term license.

10. Training. In consideration of the fees for training set out in an Order, Licensee may attend the training class identified therein. Licensee must attend the training course prior to the expiration date set out in the Order. If Licensee fails to have personnel attend the training class prior to such expiration date, Group 1 will not provide Licensee with a refund of the training fees. Unless otherwise specified in an Order, training shall be provided at one of Group 1's regional offices. Licensee shall be solely responsible for all travel-related expenses incurred in attending such training. If an Order provides for training at Licensee's site, Licensee shall pay for all travel-related expenses incurred by Group 1.

11. Warranties; Disclaimers.

a) Group 1 represents and warrants that during the Warranty Period, the Licensed Products shall perform all material functions set out in the Documentation for such Licensed Products and shall otherwise operate in substantial accordance with such Documentation. If during the Warranty Period the Licensed Products fail to comply with this warranty, Licensee shall notify Group 1 in writing of any alleged errors or non-conformities with the Licensed Products. Group 1 shall, thereafter, have thirty (30) days or an additional period of time as reasonably agreed to by the parties to correct such errors or non-conformities in accordance with the Support Guidelines. If Group 1 is unable to timely correct such errors or non-conformities, Licensee may elect to terminate the license to such Licensed Products. If Licensee terminates the license to such Licensed Products during the Warranty Period in accordance with this Section, Licensee shall, as its exclusive remedy, receive a refund of all fees previously paid for such Licensed Products.

b) EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT, THE LICENSED PRODUCTS ARE PROVIDED "AS IS" AND GROUP 1 DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE LICENSED PRODUCTS AND SERVICES FURNISHED UNDER THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE IN TRADE.

c) GROUP 1 SHALL NOT BE LIABLE FOR ANY CLAIMS OR DAMAGES CAUSED BY THE OPERATION OF THE LICENSED PRODUCTS ON OTHER THAN THE COMPUTER AND OPERATING SYSTEM IDENTIFIED IN AN ORDER, OR ACTS OF ABUSE OR MISUSE BY LICENSEE. IN ADDITION, GROUP 1 SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE IN CONNECTION WITH OR ARISING OUT OF THE INTERRUPTION OR LOSS OF USE OF THE LICENSED PRODUCTS OR THE LOSS OR CORRUPTION OF LICENSEE'S DATA OR FILES PROCESSED OR STORED BY THE LICENSED PRODUCTS.

d) THE LICENSED PRODUCTS MAY CONTAIN A DISABLING DEVICE: TO COMPLY WITH THE UNITED STATES POSTAL SERVICE ("USPS") CASS CERTIFICATION AND DPV REQUIREMENTS; TO PREVENT USE BEYOND THE TERM OF A LICENSE IDENTIFIED IN AN ORDER OR ON A COMPUTER OTHER THAN THE COMPUTER AUTHORIZED IN AN ORDER; AND/OR PREVENT USE IN EXCESS OF ANY VOLUME RESTRICTIONS OR BY MORE THAN THE NUMBER OF USERS SET OUT IN AN ORDER.

12. Limitation of Liability. EXCEPT FOR GROUP 1'S LIABILITY ARISING UNDER SECTION 8, GROUP 1'S TOTAL LIABILITY TO ANY LICENSEE, IN TORT, CONTRACT OR OTHERWISE, SHALL NOT EXCEED THE AMOUNT OF LICENSE FEES PAID BY SUCH LICENSEE TO GROUP 1 UNDER AN ORDER. EXCEPT FOR EITHER PARTY'S LIABILITY UNDER SECTIONS 6 AND 8, UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL OR INDIRECT DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE

POSSIBILITY OF SUCH LOSS OR DAMAGE. The rights and remedies set out in this Agreement allocate the risks between Group 1 and each Licensee under this Agreement and the fees set out in an Order reflect the allocation of risks.

13. Default. If Licensee is in breach of any provision of this Agreement, Licensee shall have thirty (30) days following written notice from Group 1, or an additional period of time as reasonably agreed to by the parties, to cure such breach. If Licensee is unable to timely cure such breach, Group 1's remedies shall include the right to: (i) terminate, the Order or any rights granted thereunder; and/or (ii) suspend the provision of Maintenance Services. If Group 1 terminates an Order pursuant to this Section 13, no amount paid to Group 1 hereunder shall be refunded. The remedies set out herein shall be cumulative with respect to any other remedies which Group 1 may have under this Agreement or otherwise.

14. Term of Agreement.

a) This Agreement is effective on the date set forth above and shall continue until terminated as provided in this Agreement or as agreed to by the parties. Each Order is effective as of the date of such Order and shall remain in effect until terminated as provided in this Agreement.

b) Upon expiration of a term license to any of the Licensed Products, unless such term license is renewed; termination of the license to any of the Licensed Products; or termination of an Order, Licensee shall immediately cease use of the applicable Licensed Products and purge its system and records of such Licensed Products, including any copies thereof. Upon termination of this Agreement, (i) each Licensee shall immediately cease use of the Licensed Products and purge its system and records of the Licensed Products, including any copies thereof, and (ii) Group 1 and each Licensee shall promptly return all Confidential Information of the other party in its possession. Sections 4, 5, 6, 12, 14, 20 and 21 shall survive termination of this Agreement or an Order indefinitely or to the extent set out therein.

15. Enforcement. Group 1 and/or Licensee may be irreparably damaged if the obligations under Section 6 are not specifically enforced and such party may not have an adequate remedy in the event of a breach by the other party of its obligations under such section. The parties agree, therefore, that such party may be entitled, in addition to other available remedies, to an injunction restraining any actual, threatened or further breaches of the other party's obligations under Section 6 or any other appropriate equitable order or decree.

16. Force Majeure. Neither party shall be liable for, and each party shall be excused from, any failure to perform or for delay in performance due to causes beyond its reasonable control, including, but not limited to, acts of government, fire, strikes, supply shortages, civil disturbances, transportation problems, interruptions of power or communications, failure of suppliers or subcontractors, natural disasters or other acts of God.

17. Assignment. Licensee shall not transfer or assign any of its rights or obligations under an Order or this Agreement without the prior written consent of Group 1, which consent shall not be unreasonably withheld, delayed or denied. Any such transfer or

assignment without Group 1's written consent shall be void and of no force and effect.

18. Publicity. Subject to Licensee's consent, which shall not be unreasonably withheld, delayed or denied, Group 1 may prepare a press release and case study regarding Licensee's use of the Licensed Products. Except as provided herein, neither party shall use the name of the other party in publicity releases or similar activity without the consent of the other party, provided, however, Group 1 may include Licensee's name in any client list.

19. General.

a) No course of dealing or failure to enforce any provision of this Agreement or any Order shall constitute a waiver of any rights under this Agreement or an Order. To be effective, any waiver to this Agreement must be in writing and signed by both parties.

b) Any notice alleging a breach of this Agreement shall be in writing and shall be sent by overnight courier or delivered in person to the party's address set forth in this Agreement. Any other notice required to be provided by Group 1 under this Agreement may be sent by United States mail or e-mail to the individual designated by Licensee. Any notice delivered to Group 1 hereunder shall be sent to the attention of "Contract Administration."

c) If any provision of this Agreement or Order, or portion thereof, is held to be invalid, illegal or unenforceable by a court of competent jurisdiction, such provision shall be severed herefrom and the remaining provisions of the Agreement or Order shall remain in full force and effect.

d) Delivery of the Licensed Products shall be FOB point of origin. Group 1 shall, however, be responsible for the payment of all shipping costs. Group 1 may, upon notice to Licensee, deliver the Licensed Products or key codes electronically via the Internet or, to the extent available, permit Licensee to download the Licensed Products or key codes from Group 1's website.

20. Arbitration and Applicable Law.

a) This Agreement shall be governed by the laws of the State of Maryland without reference to principles of conflict of laws. To the extent permitted under the law, this Agreement shall not be subject to the Maryland Uniform Computer Information Transactions Act. In addition, the United Nations Convention on contracts for the international sale of goods shall not apply to this Agreement.

b) Except as provided in Section 15, any controversy or claim arising out of or relating to this Agreement or the breach thereof, including the determination of whether a dispute between the parties is subject to this provision, shall be settled by binding arbitration. The arbitration shall be held in the Washington, D.C. metropolitan area in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect. In no event shall the arbitrator award punitive or exemplary damages. The decision of the arbitrator shall be rendered within thirty (30) days following conclusion of the arbitration, shall be in writing and shall set forth in detail the reasons for such decision. Judgment upon the award may be entered in any court of competent jurisdiction. Notwithstanding the above, Group 1 shall have the right to bring legal action to recover any amount due

under Section 5. In the event of any action or proceeding (including arbitration) brought in connection with this Agreement, the prevailing party shall be entitled to recover its costs and reasonable attorneys' fees arising from such action or proceeding.

21. Audit Rights. Group 1 shall have the right, upon reasonable notice to Licensee, one (1) time per each twelve (12) month period and at Group 1's sole cost and expense during regular business hours to conduct an audit of Licensee's use of the Licensed Products. Any such audit shall consist solely of a review of Licensee's compliance with the terms and conditions of this Agreement and an Order, including, if necessary, an examination of the Computer. Licensee shall provide all reasonable assistance to Group 1 during such review.

22. U.S. Government Restricted Rights. If a Licensee is the United States Government, the Licensed Products are provided with restricted rights. Use, duplication or disclosure by the United States is subject to restrictions as set forth in this Agreement, pursuant to DFARS 227.7202-3(a) (1995), or subparagraph (c)(1)(ii) of The Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 (Oct. 1988) or subparagraphs (c)(i) and (2) of the Commercial Computer Software-Restricted Rights at 48 CFR 52.227-19, as applicable.

23. Entire Agreement.

a) This Agreement constitutes the entire agreement between Group 1 and Licensee, and supersedes all proposals, purchase orders, understandings, representations, prior agreements or communications relevant to the subject matter hereof. This Agreement also supercedes any pre-printed terms contained on any purchase order or similar document issued by Licensee and any such terms shall have no force or effect. Licensee has not been induced to enter into this Agreement by any representations or promises not specifically stated herein. Neither this Agreement nor any Order shall be construed against the party that has prepared such Agreement or Order, but instead shall be construed as if both parties prepared the Agreement or Order. This Agreement shall only be modified or amended upon the written agreement of the parties. This Agreement, an Order or any modifications or amendments shall be signed by authorized representatives of the parties.

b) Group 1 shall not provide any consulting services under this Agreement. If a Licensee requests and Group 1 agrees to provide consulting services, the parties shall execute a consulting services agreement.

Agreed to and accepted:

GROUP 1 SOFTWARE, INC.

By: _____

Name: _____

Title: _____

LICENSEE

By: _____

Name: _____

Title: _____

T:\Forms\PLAMASTER-CPU(5-06).doc

EXHIBIT 1 ORDER #06-087

This Order #06-087 (the "Order") to Master License Agreement # _____ (the "Agreement") is made and entered into effective this ____ day of _____, 2006, by and between:

Group 1 Software, Inc. ("Group ")

4200 Parliament Place, Suite 600
Lanham, Maryland 20706-1844

**Albuquerque Bernalillo County Water Utility Authority
("Licensee")**
One Civic Plaza NW, Room 5012
Albuquerque NM 87102

1. PRODUCTS:

Licensed Products	Term of License	Number of Copies	Type of Operating System	Number of Users
DOC1 Designer	Perpetual	1	Windows 2000	1
DOC1 Generate with PDF and PCL output drivers (collectively "Generate")	Perpetual	1	Windows 2000	N/A
SPL Template Package	Perpetual	1	Windows 2000	N/A

2. LICENSE AND MAINTENANCE FEES:

A.

Licensed Products	License Fees	Maintenance Fees (12 months)
DOC1 Designer	\$30,000	\$5,400
Generate	\$100,000	\$18,000
SPL Template Package	\$50,000	N/A
Sub-Total	\$180,000	\$23,400
Less Discount	(\$10,000)	
Total:	\$170,000	\$23,400

B. Group 1 shall not provide any Maintenance Services, including, but not limited to Enhancements, for the SPL Template Package licensed hereunder.

3. COMPUTER:

Manufacturer	Model Number	Serial Number	Number of Processors
Windows or PC Server			Up to 2

4. INSTALLATION SITE: 525 Market Street, 33rd Floor, San Francisco, California 94105-2709

5. TRAINING:

Class (at Group 1 location)	Number of Students	Fee	Expiration Date
DOC1 Basic	1	\$2,250	December 29, 2006

6. ADDITIONAL PROVISION: The Licensed Products shall be used only on behalf of and for the benefit of the Albuquerque Bernalillo County Water Utility Authority and shall not otherwise be used by Licensee for itself or any other third party.

7. GENERAL:

A. The terms of this Order, including the license or rights granted herein and applicable fees, are conditioned upon Licensee's execution and Group 1's receipt of this Order by August 28, 2006. If Licensee fails to execute and return this Order to Group 1 by such date, Group 1 may, in its sole discretion, decline to honor the terms of this Order, including the fees and license set out herein.

B. The Agreement is supplemented as set forth herein. In the event of a conflict between the Agreement and this Order, the terms and conditions of this Order shall govern. Otherwise, all the terms and conditions of the Agreement not amended herein shall remain in full force and effect. In the event a purchase order is issued against this Order, any preprinted terms and conditions on such purchase order shall have no force or effect. This Order shall not be construed against the party that has prepared the Order, but instead shall be construed as if all parties prepared the Order.

Agreed to and accepted by:

Group 1 Software, Inc.

Albuquerque Bernalillo County Water Utility Authority

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

**PROFESSIONAL SERVICES AGREEMENT
(8/05)**

This Professional Services Agreement is made and entered into effective this _____ day of August _____, 2006 _____ by and between:

Group 1 Software, Inc. ("Group 1")

**4200 Parliament Place, Suite 600
Lanham, Maryland 20706-1844**

**Albuquerque Bernalillo County Water Utility Authority
("Customer")
One Civic Plaza NW, Room 5012
Albuquerque NM 87102**

1. Definitions. As used in this Agreement, the following terms shall have the meanings set forth below:

"Agreement" shall mean this Professional Services Agreement;

"Confidential Information" shall mean (i) customer lists, existing agreements with vendors and business partners, pricing proposals; (ii) financial and other business information, data and plans; (iii) methods, know-how, processes, designs, products, computer software, bug fixes, product enhancements, reported problems with any software or services; (v) research and development information; (vi) non-public information regarding employees; and (vii) any other information identified in writing as confidential or information that the receiving party knew or reasonably should have known was confidential. Confidential Information shall not include the information set out in Section 6(b) below.

"Deliverable" shall mean any computer software or written documentation or materials developed by Group 1 for Customer pursuant to a SOW;

"Services" shall mean the consulting services to be performed by Group 1 as described in a SOW;

"SOW" shall mean a statement of work executed by Group 1 and Customer that references the Agreement and describes the Services; and

"Warranty Period" shall mean the sixty (60) day period following completion of the Services.

2. Services.

a) Group 1 shall perform the Services in accordance with this Agreement and a SOW. Group 1 is not obligated to provide any Services unless set out in a SOW. Group 1 grants Customer a non-exclusive, non-transferable, royalty-free, perpetual license to use the Deliverables on behalf of and for the benefit of Customer.

b) Any modifications to the Services must be in writing and signed by authorized representatives of each party. The modifications may be set forth in a project change request or other document agreed to by the parties in writing. Group 1 personnel performing Services at Customer's offices shall comply with Customer's policies and procedures in effect at such location.

3. Fees; Expenses.

a) Customer shall pay to Group 1 the fees for the Services set out in the applicable SOW and all applicable sales and other taxes imposed on the Services. Customer shall also reimburse Group 1 for all transportation, meals, lodging and other travel expenses incurred by Group 1 in the performance of the Services.

b) If the Services are performed on a time and materials basis, Group 1 shall submit to Customer on a monthly basis an accounting of the number of hours of Services performed and expenses incurred during the previous month and a description, in reasonable detail, of the Services performed. Unless otherwise set out in an SOW, all fees for the Services and related taxes and expenses are due thirty (30) days from date of an invoice. Customer shall pay a service charge of 1.5% per month on any fees not paid by the due date.

4. Customer Obligations.

a) Customer shall timely review all plans and schedules for the Services and shall provide any reasonable assistance required by Group 1 to perform the Services. If Group 1 is required to perform Services at Customer's offices, Customer shall provide Group 1 with access to Customer's offices as may be required by Group 1 to perform the Services and make available to Group 1 a suitable computer system and environment.

b) Customer shall designate a project manager for each SOW. The project manager shall have the authority to make decisions on behalf of Customer, with respect to changes in the Services, resource allocation, expenditures, resolution of issues, milestones and project acceptance, if any, and other decisions related to the Services.

c) Customer shall maintain a back up of any data or data files provided to Group 1. In addition, Customer shall be responsible for the performance of any third party providing goods or services related to the Services and Customer shall require such third party to fully cooperate with Group 1.

5. Warranty.

a) The Services shall be performed in a professional manner in accordance with generally accepted industry standards for the software consulting industry. Group 1 shall use reasonable commercial efforts to complete the Services in accordance with the applicable SOW. If the Services fail to comply with this warranty during the Warranty Period, Customer shall promptly notify Group 1 in writing. The notice from Customer shall specify in reasonable detail any alleged non-conformities in the Services and reasonable requirements for acceptance of the Services based on the SOW. Upon such notice, Group 1 shall, as Customer's sole and exclusive remedy, promptly re-perform any such Services in accordance with this Agreement. Group 1 shall not be responsible for any delay in the performance of the Services due to any cause outside Group 1's reasonable control.

b) THE WARRANTIES SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, COURSE OF DEALING OR COURSE OF PERFORMANCE.

6. Confidentiality.

a) During the term of this Agreement, each party may have access to certain Confidential Information of the other party. Confidential Information shall be used solely for each party's performance under this Agreement and the exercise of its rights hereunder and shall not be disclosed to any third party other than to a third party that has agreed to be bound by confidentiality obligations comparable to the obligations set out in this Agreement. Each party shall take reasonable precautions, at least as great as the precautions it takes to protect its own confidential information, to maintain the Confidential Information in strict confidence.

b) Confidential Information shall not include any information that the receiving party can establish: (i) is or subsequently becomes publicly available through no act or omission of the receiving party; (ii) was in the receiving party's lawful possession prior to disclosure of such information; (iii) is subsequently disclosed to receiving party by a third party who is not in breach of an obligation of confidentiality; or (iv) is independently developed by the receiving party without the use or benefit of the Confidential Information. Either party may disclose Confidential Information pursuant to court order or a valid subpoena or as required under any federal, state or local law, provided that the receiving party promptly notifies the disclosing party and provides the disclosing party an opportunity to seek an appropriate protective order.

c) Upon termination of this Agreement, each party shall promptly cease use of the other party's Confidential Information and shall return to the other party all Confidential Information of the other party in its possession. Either party may be irreparably damaged if the provisions of this Section are not enforced and such party may not have an adequate remedy at law in the event of an actual or threatened breach by the other party of its obligations hereunder. Therefore, such party may be entitled, in addition to other available remedies, to an injunction restraining any actual, threatened or

further breaches of the other party's obligations under such Section (or any other appropriate equitable order or decree).

7. Limitation of Liability. UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL OR INDIRECT DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, REVENUE, DATA OR USE, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. EXCEPT FOR GROUP 1'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, GROUP 1'S TOTAL LIABILITY TO CUSTOMER FOR ALL LOSSES ARISING PURSUANT TO ANY SOW IN CONTRACT, TORT OR OTHERWISE SHALL NOT EXCEED THE AMOUNT OF FEES PAID BY CUSTOMER FOR THE SERVICES UNDER SUCH SOW.

8. Term of Agreement.

a) This Agreement is effective on the date set forth above and shall remain in effect until terminated in accordance with the terms set forth in this Section 8. Each SOW shall be effective on the date set out in such SOW and shall remain in effect until the Services are completed or the Agreement or such SOW is terminated as provided herein.

b) Either party may terminate any SOW or this Agreement without cause upon thirty (30) days written notice to the other party. Notwithstanding the foregoing, if an SOW specifies a minimum number of hours of Services that Customer shall pay Group 1 to perform, such SOW shall not be terminated by either party without cause until Group 1 has been paid for such minimum number of hours.

c) Either party may terminate this Agreement and any applicable SOW immediately upon written notice to the other party for cause, if: (i) such party is in breach of a material provision of this Agreement or any applicable SOW and fails to cure such breach within ten (10) days following written notice of such breach; or (ii) the other party ceases to conduct business in its ordinary course; is adjudged bankrupt or insolvent under applicable law; has made a general assignment for the benefit of creditors; files or becomes subject as a debtor to a petition in bankruptcy for liquidation or reorganization; becomes otherwise insolvent; or admits its inability to pay its debts generally as they become due.

d) Upon the effective date of termination of this Agreement or an SOW, Group 1 shall cease performance of the Services. Customer shall pay Group 1 for all Services performed prior to such effective date of termination plus any additional fees that may be due under a SOW. Sections 3, 5-9 and 15 shall survive termination of this Agreement indefinitely or to the extent set out therein.

9. Non-Solicitation. During the term of this Agreement and for twelve (12) months thereafter, neither party shall solicit for employment, nor knowingly employ (either as an employee, contractor or agent), any of the other party's employees or contractors who either performed any Services or were involved with the performance of the Services.

10. Force Majeure. Neither party shall be liable for and each party shall be excused from any failure to deliver or perform or for delay in delivery or performance due to causes beyond its reasonable control, including, but not limited to, governmental actions, fire, work stoppages, shortages, civil disturbances, transportation problems, interruptions of power or communications, failure of suppliers or subcontractors, natural disasters or other acts of God.

11. Independent Contractor. Customer and Group 1 shall at all times be independent contractors for purposes of this Agreement, and not agents, employees, or partners. Each party shall so represent itself to all other parties. Except as provided herein, neither party has granted to the other party the right to bind it in any manner whatsoever. Each party assumes full responsibility for the actions of its personnel while performing the Services and such party shall be solely responsible for the supervision, daily direction, control of its personnel, and for the payment of all of their compensation.

12. Assignment. Customer shall not assign any of its rights or obligations under this Agreement without the prior written consent of Group 1, which consent shall not be unreasonably withheld, denied or delayed. Notwithstanding the foregoing, Customer may assign its rights or obligations under this Agreement to a third party that has purchased all or substantially all of the assets of Customer and has agreed in writing to be bound by the terms and conditions of this Agreement, provided such third party is not a competitor of Group 1.

13. Publicity. Neither party shall use the name of the other party in publicity releases or similar activity without the consent of the other party, except Group 1 may include Customer's name in any Group 1 client list.

14. General.

a) No waiver of or failure to act regarding any breach of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or other provisions hereof.

b) Any notice alleging a breach of this Agreement shall be in writing and shall be sent by overnight courier or delivered in person to the party's address set forth in this Agreement. Any other notice required to be provided under this Agreement may be sent by e-mail or regular post or mail to the individual designated by Customer or Group 1. Any notice delivered to Group 1 hereunder shall be sent to the attention of "Contract Administration."

Agreed to and Accepted:

GROUP 1 SOFTWARE, INC.

By: _____

Name: _____

Title: _____

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c) If any provision of this Agreement, or portion thereof, is held to be invalid, illegal or unenforceable by a court of competent jurisdiction, such provision shall be severed herefrom and the remaining provisions of the Agreement shall remain in full force and effect.

15. Arbitration and Applicable Law.

a) This Agreement shall be governed by the laws of the State of Maryland without reference to principles of conflict of laws. To the extent permitted under the law, this Agreement shall not be subject to the Maryland Uniform Computer Information Transactions Act. The United Nations Convention on contracts for the international sale of goods shall not apply to this Agreement.

b) Except as provided in Section 6(c), any controversy or claim arising out of or relating to this Agreement or the breach thereof, including the determination of whether a dispute between the parties is subject to this provision, shall be settled by binding arbitration. The arbitration shall be held in the Washington, D.C. metropolitan area in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect; provided, however, that the arbitrator shall not award punitive or exemplary damages. The decision of the arbitrator shall be rendered within thirty (30) days following conclusion of the arbitration. The decision shall be in writing and shall set forth in detail the reasons for such decision. Judgment upon the award rendered may be entered in any court of competent jurisdiction.

c) In the event of any action or proceeding (including arbitration) brought in connection with this Agreement, the prevailing party shall be entitled to recover its costs and reasonable attorneys' fees arising from such action or proceeding.

16. Entire Agreement. This Agreement constitutes the entire agreement between Group 1 and Customer, and supersedes all prior agreements, proposals, purchase orders, understandings, representations or correspondence relevant to the subject matter hereof. Customer has not been induced to enter into this Agreement by any representations or promises not specifically stated herein. This Agreement and any SOW shall be signed by authorized representatives of Group 1 and Customer. In the event of a conflict between this Agreement and an SOW, the terms of the SOW shall control.

CUSTOMER

By: _____

Name: _____

Title: _____

Statement of Work # _____
(Time & Materials)

This Statement of Work (the "SOW") is made and entered into this 11th day of August, 2006 by and between Group 1 Software, Inc., ("Group 1"), and **Albuquerque Bernalillo County Water Utility Authority** ("Customer").

WHEREAS, Group 1 and Customer previously entered into that certain Professional Services Agreement _____ (the "Agreement") and Customer desires to retain Group 1 to provide the consulting services (the "Services") described in this SOW, subject to the terms of the Agreement and this SOW.

NOW, THEREFORE, in consideration of the promises set out herein, the parties hereby agree as follows:

1. Services.

- a) Group 1 shall perform the Services set out in Exhibit 1.
- b) Unless otherwise agreed to by the parties, Group 1 shall commence performance of the Services fifteen (15) business days following execution of this SOW and the Services shall be performed at Group 1's offices. Group 1 shall bill Customer for a minimum of eight (8) hours for each day that Services were performed at Customer's offices or were scheduled to be performed at Customer's offices and were cancelled by Customer, unless Customer provided Group 1 with at least ten (10) business days written notice of the cancellation or such cancellation was due to a breach of the Agreement or SOW by Group 1.
- c) Customer shall pay for a minimum of two-hundred and forty (240) hours under this SOW. Group 1 estimates that, subject to Section 3(b), below, the Services will be completed in approximately three-hundred (300) hours. Group 1 does not represent, however, that the Services will be completed within the number of hours specified herein. If Customer desires to retain Group 1 to perform any services in addition to the Services set out in this SOW, Group 1 and Customer shall each execute a new statement of work. Customer shall pay Group 1 at the hourly rate set out in this SOW for all services performed under this SOW

2. Fees.

- a) Customer shall pay Group 1 the amount of two-hundred and twenty-five Dollars (\$225.00) per hour for the Services performed under this SOW in accordance with the payment terms set out in the Agreement. If Group 1 performs Services at Customer's request on a weekend or federal holiday in the United States, Customer shall pay Group 1 one and a half (1.5) times the hourly rate set out herein for all Services performed on such weekend or federal holiday. The minimum fees that are due under this SOW shall be paid to Group 1 no later than ninety (90) days following execution of this SOW.
- b) Customer shall also pay for all travel-related and out-of-pocket expenses incurred by Group 1 in the performance of the Services in accordance with the Agreement. In addition, if Group 1 is required to perform any Services at Customer's offices, Customer shall pay Group 1 at fifty percent (50%) of the applicable hourly rate set forth in Section 2(a), above, for the travel time to Customer's offices in excess of one (1) hour. Group 1 shall adhere to its travel policy and guidelines in performing the Services.
- c) The fees due under this SOW shall be paid to Group 1 thirty (30) days following Customer's receipt of an invoice.

3. Change Requests.

- a) Any modifications to the Services described in this SOW must be in writing and signed by authorized representatives of each party. The modifications may be set forth in a project change request or other document agreed to by the parties.
- b) Any estimates provided in this SOW, including expected hours to complete the Services and any timeline provided by Group 1, are based on known functional requirements as of the date that this SOW is executed.

4. Additional Customer Obligations.

- a) Customer shall provide any assistance reasonably required by Group 1 to perform the Services.
- b) Group 1 may provide Customer, for Customer's execution, a time sheet or similar document identifying the number of hours of Services performed during the prior designated time period. The time sheet is not an invoice but is rather an acknowledgement that Group 1 represents that it has performed the number of hours of Services identified therein. The time sheet is provided as a courtesy to Customer. Customer shall promptly execute such time sheet or notify Group 1 in writing why the time sheet will not be promptly executed. The failure to sign such time sheet shall not relieve Customer of any obligations under this SOW.
- c) Customer must have a valid license to any software required by Group 1 to perform the Services and the right to permit Group 1 to utilize the software.

5. General.

- a) The offer to perform the Services at the rates set forth in this SOW is valid only until September 15, 2006. If Customer does not execute this SOW by such date, Group 1 may, in its sole discretion, decline to honor this offer.
- b) This SOW is hereby incorporated into and made a part of the Agreement. In the event of a conflict between this SOW and the Agreement, this SOW shall govern.

Agreed to and accepted by:

Group 1 Software, Inc.

Albuquerque Bernalillo County Water Utility
Authority

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

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EXHIBIT 1

Description of Services

Group 1 Services Provided:

Group 1 shall provide the following services to the Client:

1. Provide the Client with a list of items required to prepare Detailed Document Specifications
2. Conduct a three-day on-site JAD session to discuss modifications to the Bill Print application, for the Letter Print application, and for the Field Order Print application; modifications are limited to the items listed below number 6 below.
3. Prepare an initial draft of the three Detailed Document Specifications (one each for the Bill Print application, Letter Print application, and the Field Order Print application).
4. Conduct a remote review (via conference call) with the Client to review the Detailed Document Specifications.
5. Finalize the Detailed Document Specifications and submit to Client for approval.
6. Upon signed Client approval of the Detailed Document Specifications, modify, unit test, and deliver to the Client the SPL Template applications (specifically, the Bill Print applications interfaced to the SPL CIS system).
 - a. The overall format of the Bill will not be modified from the SPL Template; the modifications to be made are limited to:
 - i. Adapt Remittance Coupon to meet Client's requirements; the Remittance Coupon will be limited to four formats, one each for Autopay Bills, Foreign-Addressed Bills, Credit Balance Bills, and "normal" Bills.
 - ii. Modify the OCR Scan Line within the Remittance Coupon to meet Client's unique requirements.
 - iii. Add the Client's company name, address, and logo to the Page Header and to the Remittance Coupon; one format will be supported.
 - iv. Include an external table that will provide the ability to suppress the printing of Meter Readings and Histogram Charts based on Service Type Code.
 - v. Add OMR marks for equipment to insert Bills into envelopes.
 - b. The overall format of the Field Order will not be modified from the SPL Template; the modifications to be made are limited to:
 - i. Add Client's logo to the Field Order
 - ii. Define Dispatch Groups in an external table to enable decentralized printing of Field Order documents in remote offices (a maximum of 10 print locations is supported).
 - c. Five Letters will be coded falling within the following criteria:
 - i. A single format of Remittance Coupon will be produced for Reminder Letters and Disconnect Letters.
 - ii. All Letters will be one page in length each.
7. At the Client's offices, assist the Client with installation of the modified SPL Template applications on the Client's computer system.
8. At the Client's offices, conduct a 2-day review of the modified SPL Template applications with the Client; this review will include a demonstration of running the delivered applications and application turnover; this 2-day review will be conducted the same week as the installation assistance.
9. Prior to Client using the SPL Template applications in production, correct of any discrepancies between the Detailed Document Specifications and the delivered applications reported by the Client.
10. Prior to production, provide remote support as required.

Group 1 Deliverables:

Group 1 will deliver to Client the following under this SOW:

1. Three Detailed Design Specifications; one each for the Bill Print application, Letter Print application, and Field Order Print application
2. All three applications modified to meet the functionality described in the Detailed Design Specifications listed above.
3. Application delivery includes the following files:
 - a. Bill Print

1. Application Repository containing the Bill Print application
 2. Executable version of the Bill Print application formatting rules (.HIP)
 3. Post Composition Engine rules
 4. Initialization files for DOC1 Generate (.OPS) and DOC1 PCE (.INI)
 5. Look-up table (.ETS)
 6. Either MS-DOS script (.BAT) or Unix Shell Script to execute the combination of DOC1 Generate and DOC1PCE.
- b. Letter Print
1. Application Repository containing the Letter Print application
 2. Executable version of the Letter Print application formatting rules (.HIP)
 3. Post Composition Engine rules
 4. Initialization files for DOC1 Generate (.OPS) and DOC1 PCE (.INI)
 5. Either MS-DOS script (.BAT) or Unix Shell Script to execute the combination of DOC1 Generate and DOC1PCE.
- c. Field Order Print
1. Application Repository containing the Field Order Print application
 2. Executable version of the Field Order Print application formatting rules (.HIP)
 3. Post Composition Engine rules
 4. Initialization files for DOC1 Generate (.OPS) and DOC1 PCE (.INI)
 5. Either MS-DOS script (.BAT) or Unix Shell Script to execute the combination of DOC1 Generate, and DOC1PCE.

Client Responsibilities:

1. Provide all of the information identified in "Client Deliverables".
2. Review and approve the Detailed Design Specifications.
3. Install the three applications (Bill Print, Letter Print, and Field Order Print) on Client's computer system with assistance from Group 1.
4. Install the DOC1 software on Client's computer system.
5. Conduct system testing of the three applications to verify that the applications provide the functionality described in the Detailed Document Specifications; Client will report any discrepancies to Group 1 for analysis and correction.
6. Migrate the three applications into a production environment.
7. Acquire pre-printed paper stock and envelopes adhering to the specifications within the Bill Print Detailed Design Specifications and Letter Print Detailed Design Specifications.
8. Designate one or more qualified individuals on the Client's staff to assume responsibility for ongoing maintenance of the applications delivered by Group 1. These individuals will attend DOC1 Series 5 training.
9. Participate in the application review and turnover held at the Client's offices.

Client Deliverables:

The Client will provide all of the items below to Group 1 prior to Group 1 beginning the preparation of the initial draft versions of the Detailed Design Specifications.

1. Written specifications describing the construction of the OCR Scan Line to be included in the Remittance Coupon for the Bill Print application (and possibly Letter Print application). These specifications will include the algorithm used to determine any check digits included in the OCR Scan Line.
2. Examples to be used as a model in constructing the Remittance Coupon for the Bill Print application (and possible Letter Print application).
3. Printer font files for the OCR Scan Line.
4. Printer image files (i.e., .BMP) for the Client's logo.
5. If using a PostScript printer, DSC command for switching paper stocks in the Bill Print application.
6. Written specifications for the construction of OMR marks to control the document inserter (the machine which inserts the Bills into envelopes).
7. For all three applications, the Client will provide test data to be used by Group 1 in finalizing the Detailed Document Specifications, modifying, and testing the applications before installation at the Client's offices. This data is to be representative of all possible conditions (one test file per application).
8. Provide hard-copy samples of the pre-printed paper stocks to be used for printing the Bills and Letters.

Scope:

1. For the Bill Print application, produce the Bills in either a PostScript, AFP, or Metacode format (for batch Bill production) and a PDF format (for online single Bill viewing). The following PostScript/AFP/Metacode files will be produced:
 - a. Bills designated as "Intercepted" within the Bill Print extract file,
 - b. Bills to be delivered to a non-USA address,
 - c. Bills producing more than 5 sheets per Bill,
 - d. Bills requiring no special handling.
2. For the Letter Print application, produce the Letters in either a PostScript, AFP, or Metacode format (for batch Letter production). One print file will be produced which contains all Letters.
3. For the Field Order Print application, produce the Field Orders in either a PostScript, AFP, or Metacode format (for batch Bill production). Up to ten print files will be produced to support decentralized printing of Field Orders.

Assumptions:

1. Client will produce data files input to DOC1 in the standard format as documented in the Detailed Document Specifications (each of the three applications has its own unique format).
2. There will be maximum of two types of print description language output for the combination of all three applications. For batch document production, the format will be either PostScript, AFP, or Metacode. For online Bill production, the format will be PDF.

Exclusions:

1. There will be no changes to any of the applications beyond those listed above. The following changes are excluded from the scope of this project:
 - a. Within the Bill Print application, the following items will not vary (neither the location nor the content will change) from the SPL Template application: the Account Summary section, Messages section, and Services Detail section (consisting of Meter Readings, Billing Rate components, Consumption Histogram bar chart, and Adjustments).
 - b. Within the Letter Print application, no letters requiring data outside the standard SPL Letter Extract will be developed. Only batch Letters will be produced.
 - c. Within the Field Order Print application, only batch Field Orders will be produced.
2. Client is responsible for installing DOC1 software without assistance from Group 1.
3. This project does not include integration of any CASS (USPS address certification) software nor any PAVE (USPS presortation) software.

Exhibit B

Pricing for the Albuquerque Bernalillo County Water Utility Authority

DOC1 Designer, Generate Estimate

Component (License for up to 250,000 customers with use with SPL's CIS System)	Number of Copies	Perpetual License	Annual Maintenance	Standard Template Total
DOC1 Designer	1	\$30,000	\$5,400	
DOC 1 Generate (up to 4 processors/CPU) (PCL & PDF output)	1	\$100,000	\$18,000	
<u>DOC 1 / SPL Billing bill and letter templates</u>	1	\$50,000		
<u>Sub Total</u>		<u>\$180,000</u>	<u>\$23,400</u>	
Total DOC1 Design and Generate		\$180,000	\$23,400	\$203,400
Less One-Time Discount		(10,000)		
<u>Sub-Total</u>		<u>\$170,000</u>	<u>\$23,400</u>	<u>\$193,400</u>
Installation Services		\$58,500		\$58,500
SPL Services Project Management		\$54,820		\$54,820
On Sight Training				\$19,600
Total				\$326,320